

Recording Requested By And
When Recorded Mail To:

Seattle Public Utilities
Real Estate Services
700 Fifth Avenue - Suite 4900
P.O. Box 34018
Seattle, WA 98124-4018



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10/23/2007 10:42
KING COUNTY, WA

[FORM OF] EASEMENT

Reference #s of Documents Released or Assigned:	NA
Grantor(s):	The Board of Regents of the University of Washington
Grantee(s):	The City of Seattle, acting by and through Seattle Public Utilities
Legal Description (abbreviated):	Portion of Brooklyn Addition to the City of Seattle, Blk. 34, Lots 31-32, Vol. 7 p. 32, book of plats, King County
Assessor's Tax Parcel ID#:	portion of 1442003570

WHEREAS, Seattle Public Utilities ("SPU"), a department of The City of Seattle, operates wastewater pumping station No. 48, located at Brooklyn Avenue NE and NE Boat Street ("Pump Station 48"); and

WHEREAS, Pump Station 48 provides wastewater pumping services for a portion of the southwest Seattle campus of the University of Washington ("UW"), which is owned by the Board of Regents of the University of Washington ("Grantor"); and

WHEREAS, the recent UW construction of a bio-engineering building and research lab ("BioE") was anticipated to increase the hydraulic loading at the existing pump station, and permits for BioE were issued in contemplation of the subsequent installation of a generator for Pump Station 48; and

WHEREAS, SPU will design, purchase, install and maintain, for Grantor's benefit, and partially on Grantor's property, an above-ground diesel-fueled emergency generator with quiet site-pack and automatic transfer switch, generator foundation pad, and all ancillary equipment and features including but not limited to fencing (the "New Facility") to improve the reliability of Pump Station 48 by preventing wastewater overflow or backup due to a power failure at the pump station; and

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EXCISE TAX NOT REQUIRED
King Co. Records Division
By Jimmy Deputy

EASEMENT AGREEMENT

WHEREAS Grantee will take reasonable steps to minimize the impact to Grantor of any noise, vibration, odor, or interruption of light and air from the Grantee's use of the easement;

WHEREAS, Grantor and The City of Seattle ("Grantee") have entered into a Memorandum of Agreement dated September 26, 2007, that requires Grantor to grant Grantee an easement with respect to the New Facility; and

WHEREAS, Grantee cannot accept the grant of Easement except by ordinance;

NOW, THEREFORE,

1. Grantor, the Board of Regents of the University of Washington, a state institution of higher education and an agency of the State of Washington, for and in consideration of TEN and NO/100THS DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby conveys to Grantee, The City of Seattle, a municipal corporation of the State of Washington, acting by and through SPU, its agents, employees, consultants, invitees or assigns, a non-exclusive easement ("Easement") over, under to a depth not greater than 5', and through the property legally described in Exhibit A hereto (the "Easement Area"), for purposes of the construction, installation, operation, maintenance, repair, and ownership of the equipment comprising the New Facility.

2. In the event that Grantor determines, in its reasonable discretion, that it needs to use the Easement Area for construction or any other UW purposes, Grantor shall provide, for SPU's review, an alternate and substitute Easement Area for a wastewater pumping generator to serve BioE. SPU shall not be expected to approve an alternate Easement Area if SPU determines that materially increased costs to SPU or materially diminished health or safety might result. If SPU approves, Grantor shall execute, and Grantee shall accept, a new easement, or amendment to this Easement, for such alternate Easement Area, which acceptance shall not be unreasonably withheld. If Grantee accepts the new easement, Grantee shall relocate the New Facility at Grantor's full cost and expense.

3. Grantor reserves the right to use the Easement Area, and to grant rights in the Easement Area to others, for purposes not inconsistent with the rights granted herein. In no event shall Grantor construct or maintain any buildings or structures on the Easement Area, nor erect anything within the airspace above the Easement Area which would interfere with Grantee's ability to service its equipment located on the Easement Area.

4. Grantee or its agents shall have the right without prior institution of any suit or proceeding at law, at such times as may be necessary, to enter upon said Easement Area for the purposes herein described, provided that such work shall be accomplished in such a manner that the Grantor's improvements existing in said Easement Area shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed, they shall be replaced to University standards, in as good condition as they were immediately before the property was entered upon by the Grantee.

EASEMENT AGREEMENT

5. Grantor also grants to the Grantee, its agents, employees, consultants, invitees or assigns, permission for the non-exclusive use of a surface area 10 feet to the east and 10 ft to the north of the Easement Area (the "Temporary Easement Area"), to be used by Grantee only for the initial construction or subsequent reconstruction, or major maintenance (as may be required to maintain good operating condition) of the New Facility. The Temporary Easement Area shall be used for a maximum of eight weeks at any time, and Grantee shall notify Grantor at least 10 working days prior to the start of any activity pursuant to this paragraph. Following each use of the Temporary Easement Area, it shall be returned to a condition as good as it was immediately before the property was entered upon by Grantee or its agents.

6. By its acceptance of this Easement, Grantee covenants that Grantee's activities on the Easement Area and the New Facility will at all times comply with all applicable federal and state laws and regulations. The New Facility will include a 100% containment system.

7. This Easement shall remain in place unless or until one of the following conditions occur, at which time the Easement will automatically terminate: (1) If Pump Station 48 is moved from its existing location; (2) if Grantee determines it is able to respond to a power failure at Pump Station 48 in sufficient time to prevent an overflow; or (3) if, by June 30, 2008, Grantee has not accepted the Easement by ordinance of the City of Seattle. Upon the occurrence of any of the preceding conditions, Grantee will promptly remove the New Facility and restore the Easement Area to as good a condition as it was in prior to construction of the New Facility. Grantor and Grantee will promptly enter into such documentation as the other party reasonably deems necessary to evidence the termination of this Easement.

8. This Easement and each of the terms, provisions, conditions and covenants herein, shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Dated this 27th day of September, 2007.

The Board of Regents of The University of Washington

By: J. Henderson
Printed Name: Jeanette L. Henderson
Title: Director of Real Estate

EASEMENT AGREEMENT

STATE OF WASHINGTON)
COUNTY OF KING)

On this 27th day of September, 2007, before me personally appeared Jeanette L. Henderson, to me known as the Director of Real Estate of the University of Washington, who on oath stated that she was authorized to execute this instrument and acknowledged it to be the free and voluntary act and deed of said University of Washington as approved by the BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON for the uses and purposes mentioned in the instrument.

Signature: [Signature]
Printed Name: Carol J. Haire
Notary Public in and for the State of Washington
Residing at: Edmonds, WA
My Commission expires on: 3-10-11

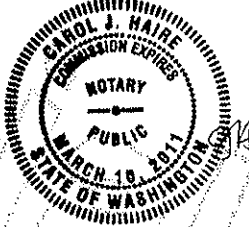


EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

Description of a 10 foot strip of land

A 10 foot strip of land; being a portion of Lots 31 and 32, Block 34, Brooklyn Addition, as recorded in Volume 7 of Plats, page 32, records of King County, Washington, situated in the Section 17, Township 25 North, Range 4 East, W. M. described as follows:

Commencing at the Southeast corner of said block; Thence Northwestly along the northerly margin of NE Boat Street a distance of 43.5 feet to the southwesterly corner of that parcel deeded to the City of Seattle by ordinance number 120192, and the point of beginning; Thence Northeastly along the westerly line of said parcel a distance of 28.9 feet to the northwesterly corner of said parcel; Thence Northwestly, perpendicular to said west line a distance of 10 feet; Thence Southwesterly parallel with said west line, a distance of 28.9 feet to the north margin of NE Boat Street; Thence Southeasterly along said margin a distance of 10 feet to the point of beginning.

Containing 289 square feet, more or less.

Gary M. Gervelis, P.L.S. #33128



EASEMENT AGREEMENT

